



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
<http://nyc.gov/olr>

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*  
SUBJECT: EXECUTED CONTRACT: MICROBIOLOGISTS  
TERM: JULY 5, 2007 TO AUGUST 4, 2009

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the New York City Health & Hospitals Corporation on behalf of the City of New York and 1199/SEIU United Healthcare Workers East, on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: MAR 10 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>09017</u>	DATE: <u>MAR 10 2009</u>

**MICROBIOLOGISTS  
2007-2009 Agreement**

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## 2007-2009 MICROBIOLOGISTS Agreement

**AGREEMENT** entered into this 10<sup>th</sup> day of Mar 2009, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer"), and 1199 SEIU United Healthcare Workers East (hereinafter referred to as the "Union"), for the twenty-five (25) month period from July 5, 2007 to August 4, 2009.

### WITNESSETH:

**WHEREAS**, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

**NOW, THEREFORE**, it is mutually agreed as follows:

### ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

#### Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

Associate Laboratory Microbiologist Levels I, II, III	21514, 962910/20/30
Cytotechnologist	N/A
Junior Bacteriologist	21605
Laboratory Assistant	004960
Laboratory Associate** Levels I, II	21512, 962710/20
Laboratory Microbiologist (Levels I and II)	21513, 962810/20
Laboratory Technician @	215080
Microbiologist (incl. specialties)	21670/71/75/78/79
Phlebotomist	004950
Principal Microbiologist	216900
Senior Bacteriologist	21625

Senior Laboratory Technician	21509
Senior Laboratory Technician (OCME)	21510

## **Section 2.**

The terms "employee" and "employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

## **ARTICLE II - DUES CHECKOFF**

### **Section 1.**

- a. The Union shall have the exclusive right to the check-off and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

### **Section 2.**

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

## **ARTICLE III - SALARIES**

### **Section 1.**

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

- c. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

**Per diem rate -** 1/261 of the appropriate minimum basic salary.

**Hourly Rate -** 35 hour week basis -1/1827 of the appropriate minimum basic salary.

- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

**Section 2.**

Employees in the following title(s) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

**a. Salaries Effective August 5, 2007**

<b><u>TITLE</u></b>	<b><u>Hiring** Minimum</u></b>	<b><u>Incumbent Minimum</u></b>	<b><u>Maximum</u></b>
Associate Lab Microbiologist ##			
Level I	\$47,677	\$51,091	\$66,340
Level II	\$57,544	\$61,663	\$76,003
Level III	\$62,472	\$66,946	\$88,390
Cytotechnologist	\$36,970	\$39,616	\$47,140
Junior Bacteriologist ***	\$36,970	\$39,616	\$47,140
Laboratory Assistant	\$28,877	\$30,948	\$37,293
Laboratory Associate##			
Level I	\$33,872	\$36,298	\$38,557
Level II	\$36,547	\$39,165	\$40,448
Laboratory Microbiologist #			
Level I	\$36,970	\$39,616	\$47,140
Level II	\$42,466	\$45,507	\$58,194
Laboratory Technician ***	\$33,872	\$36,298	\$38,557
Microbiologist (incl. Spec.)**	\$47,677	\$51,091	\$66,340
Phlebotomist	\$30,817	\$33,024	\$39,736
Principal Microbiologist***	\$62,472	\$66,946	\$88,390
Senior Bacteriologist	\$57,544	\$61,663	\$76,003
Senior Laboratory Technician	\$36,547	\$39,165	\$40,448
Senior Laboratory Technician (OCME)	\$36,547	\$39,165	\$40,448

**b. Salaries Effective February 5, 2008**

<u>TITLE</u>	<u>Hiring**</u> <u>Minimum</u>	<u>Incumbent</u> <u>Minimum</u>	<u>Maximum</u>
Associate Lab Microbiologist ##			
Level I	\$50,061	\$53,646	\$69,657
Level II	\$60,421	\$64,746	\$79,803
Level III	\$65,596	\$70,293	\$92,810
Cytotechnologist	\$38,819	\$41,597	\$49,497
Junior Bacteriologist ***	\$38,819	\$41,597	\$49,497
Laboratory Assistant	\$30,321	\$32,495	\$39,158
Laboratory Associate##			
Level I	\$35,566	\$38,113	\$40,485
Level II	\$38,374	\$41,123	\$42,470
Laboratory Microbiologist #			
Level I	\$38,819	\$41,597	\$49,497
Level II	\$44,589	\$47,782	\$61,104
Laboratory Technician ***	\$35,566	\$38,113	\$40,485
Microbiologist (incl. Spec.)**	\$50,061	\$53,646	\$69,657
Phlebotomist	\$32,358	\$34,675	\$41,723
Principal Microbiologist***	\$65,596	\$70,293	\$92,810
Senior Bacteriologist	\$60,421	\$64,746	\$79,803
Senior Laboratory Technician	\$38,374	\$41,123	\$42,470
Senior Laboratory Technician (OCME)	\$38,374	\$41,123	\$42,470

\*\* See Section 4 of this Article III, "New Hires".

\*\*\*For present incumbents only

#Each appointment to this position above the minimum will be handled on a case by case basis.

##Each appointment at HHC to this position above the minimum will be handled on a case by case basis.

**Section 3. General Wage Increase.**

- a. The general increases, effective as indicated, shall be:
  - i. Effective August 5, 2007, Employees shall receive a general increase of 2 percent.
  - ii. Effective February 5, 2008, Employees shall receive an additional general increase of 5 percent.
  - iii. Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(a)(i) and 3(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3(a) above shall be calculated as follows:
  - i. The general increase in Section 3(a)(i) shall be based upon the base rates (including

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- salary or incremental salary schedules) of the applicable titles in effect on August 4, 2007.
- ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on February 4, 2008.
- c. i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
- ii. The general increases provided for in this Section 3, shall not be applied to the following "additions to gross:" uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

**Section 4. New Hires.**

- a. For the purposes of Sections 4(b) employees 1) who were in active pay status before July 5, 2007, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in Section 2 of this Article III:
  - i. Employees who return to active status from an approved leave of absence.
  - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
  - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
  - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
  - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
  - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
  - vii. A provisional employee who is appointed directly from one provisional appointment to another.
  - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- b. Any employee hired on or after July 5, 2007 and appointed at a reduced hiring rate pursuant to the 2007-2009 Microbiologists Unit Agreement, shall be paid the applicable minimum "hiring rate" set forth in Section 2. On the one year anniversary of the employee's original date of

appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such one year anniversary as set forth in Section 2 of this Article III.

- c. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.
- ii. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(a)(i) and 3(a)(ii) of this Article III.
- ii. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- e. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of Section 4.

#### **Section 5.**

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

#### **Section 6.**

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary adjustments specified in Article III.

#### **Section 7. - ADVANCEMENT INCREASES**

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Personnel Director or, where the Rules and Regulations of the New York City Personnel Director are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

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**TITLE**

**July 5, 2007**

Associate Laboratory Microbiologist Level I	\$1007
Cytotechnologist	\$764
Junior Bacteriologist	\$764
Laboratory Microbiologist Level I	\$764
Microbiologist (incl. Spec.)	\$1,007
Principal Microbiologist	\$1,320
Senior Bacteriologist	\$1,112
Senior Laboratory Technician	\$695
Senior Laboratory Technician (OCME)	\$695

**Section 8. - ASSIGNMENT LEVEL INCREASE**

An Employee assigned to a higher assignment level shall receive as of the effective date of such assignment, either the appointment rate for the assigned level or the rate received in the former level plus the specified amount listed below, whichever is greater:

**TITLE**

Laboratory Associate, Level II	\$695
Associate Laboratory Microbiologist Level II	\$1,112
Level III	\$1,320
Laboratory Microbiologist Level II	\$867

**Section 9. - 15 Year Longevity Increment**

- a. Employees with 15 years or more of "City" service in pay status who are in a title listed below shall continue to receive a pensionable longevity increment of \$1,300 per annum:

Cytotechnologist  
Junior Bacteriologist  
Laboratory Microbiologist, Level I  
Senior Bacteriologist

- b. The rules for eligibility for the longevity increment described above in subsection (a) are set forth in Appendix A of this Agreement and are incorporated by reference herein. In no event shall this longevity increment be increased by future collective bargaining increases without specific agreement to do so by the parties.

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**Section 10. - Longevity Increments**

**a. 5 Year Longevity Increment**

Effective 2/5/08, Employees in the below listed titles with 5 or more years of "City service" in pay status shall receive a pensionable longevity increment of \$500 per annum in addition to the 15 year longevity increment in Section 9, and the 8, 10, and 20 year longevity increments below.

**b. 8 Year Longevity Increment**

Employees in the below listed titles with 8 or more years of "City service" in pay status shall receive a pensionable longevity increment of \$292 per annum in addition to the 15 year longevity increment in Section 9 and the 5, 10 and 20 year longevity increment in Section 10b.

**c. 10 Year Longevity Increment**

Employees in the below listed titles with 10 years or more of "City" service in pay status shall continue to receive a pensionable longevity increment of \$222 per annum in addition to the 15 year longevity increment in Section 9.

**d. 20 Year Longevity Increment**

Effective 2/5/08, Employees in the below listed titles with 20 or more years of "City service" in pay status shall receive a pensionable longevity increment of \$186 per annum in addition to the 15 year longevity increment in Section 9, and the 5, 8, and 10 year longevity increments above.

Eligible Titles

Cytotechnologist

Junior Bacteriologist

Laboratory Microbiologist, Level I

Senior Bacteriologist

- e.** The rules for eligibility for these longevity increments described above in subsections **a, b, c, and d** are set forth in Appendix B of this Agreement and are incorporated by reference herein. In no event shall these longevity increments be increased by future collective bargaining increases without specific agreement to do so by the parties.

**Section 11. - Laboratory Microbiologist Level II B Longevity Differential**

- a.** Longevity differentials shall continue to be provided on a per annum basis to the title Laboratory Microbiologist Level II B, as follows:

**Differential**

9 years of service

15 years of service

**Amount**

\$953 per annum

an additional \$1,460 per annum

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- b. Effective 2/5/08 the following differentials shall be provided on a per annum basis to the title Laboratory Microbiologist Level II B in addition to the 9 and 15 year longevity differentials in Section 11.a.

<u>Differential</u>	<u>Amount</u>
5 years of service	\$500 per annum
20 years of service	an additional \$87 per annum

- c. The longevity differential does not become part of the basic salary rate. Service eligibility is related to length of service in the appropriate occupational group. In the future for new qualifiers, eligibility for the longevity differential occurs on the January 1, April 1, July 1, or October 1 subsequent to the anniversary date. The longevity differential is not pensionable until the employee has received it for two years. When an employee receiving the differential is promoted to a title eligible for the Service Increment in Section 12 below, the eligibility for the longevity ends and the employee will receive the appropriate service increment. The amounts of these longevity differentials shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.

**Section 12. - Service Increments**

- a. The following service increments shall continue to be provided to employees in the titles Associate Laboratory Microbiologist Levels I, II, and III; Microbiologist (all specialties); and Principal Microbiologist:

<u>Increment</u>	<u>Amount</u>
5 years of Service	\$906
10 Years of Service	an additional \$1,044
15 Years of Service	an additional \$1,498

- b. Effective 2/5/08, the following service increments shall be provided to employees in the titles Associate Laboratory Microbiologist Levels I, II, and III; Microbiologist (all specialties); and Principal Microbiologist:

<u>Increment</u>	<u>Amount</u>
20 years of Service	an additional \$352

Effective 2/5/08, the total Service Increment after 20 years of Service for the titles specified in Section 12.a is \$3,800.

- c. Service eligibility is related to length of City service in the occupational group. In the future for new qualifiers, the increment is effective on the January 1, April 1, July 1, or October 1 subsequent to the Employee's anniversary date. The service increment is not pensionable until the Employee has received it for two years.

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**Section 13. Longevity Increments Applicable to Employees Formerly in the Hospital Technician Bargaining Unit**

**Eligible Titles**

Laboratory Assistant  
Laboratory Associate, Levels I & II  
Laboratory Technician  
Phlebotomist  
Senior Laboratory Technician  
Senior Laboratory Technician (OCME)

- a. Employees with 15 (fifteen) years or more of City service in pay status shall continue to receive a longevity increment of \$1,138 per annum. The 15 year longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.
- b. Employees with 10 (ten) years or more of City service in pay status shall receive a per annum longevity increment of \$266 per annum in addition to the longevity increment specified in Article III, subsection 13(a) above. This longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.
- c. Employees with 8 (eight) or more years of City service in pay status shall receive a pensionable longevity increment of \$292 per annum in addition to the longevity increments described in Article III, subsections 13(a) and 13(b) above. The \$292 longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.
- d. Effective 2/5/08 Employees with 5 (five) or more years of city service in pay status shall receive a pensionable longevity of \$200 per annum in addition to the other longevity increments described in this Section 13.
- e. Effective 2/5/08, Employees with 20 (twenty) or more years of city service in pay status shall receive a pensionable longevity of \$104 per annum in addition to the other longevity increments described in this Section 13.
- f. Effective 2/5/08, Employees with 25 (twenty-five) or more years of city service in pay status shall receive a pensionable longevity of \$500 per annum in addition to the other longevity increments described in this Section 13. Effective 2/5/08 the total per annum longevity increment for Employees with 25 or more years of city service in pay status shall be \$2,500.
- g. The rules for eligibility for the longevity increments described in this subsection 13 shall be set forth in Appendix B to this Agreement which shall be incorporated by reference herein.

**Section 14. Differentials**

**a. Department of Correction**

A pro-rated annual differential in the amounts stated below shall be provided to each employee regularly assigned to a Department of Correction prison facility as further specified below:

(i) For the titles Laboratory Assistant, Phlebotomist, Laboratory Technician, Laboratory Associate, Sr. Laboratory Technician and Sr. Laboratory Technician (Office of the Chief Medical Examiner):

Annual Amount

\$436

**b. Laboratory Technician, Laboratory Associate and Phlebotomist**

i. Employees in the titles Laboratory Technician and Laboratory Associate employed by the Department of Health and Mental Hygiene who are assigned to perform EKG's shall receive an assignment differential in the annual amount stated below. Said assignment differential shall be paid only for those hours that the employee is assigned to and performs EKG's.

Annual Amount

\$1,148

ii. Employees in the title Phlebotomist employed by the Department of Health and Mental Hygiene who are assigned to perform EKG's shall receive an assignment differential in the annual amount specified below. Said assignment differential shall be paid only for those hours that the employee is assigned to and performs EKG's.

Annual Amount

\$1,148

**c. Laboratory Microbiologists**

An employee in the title Laboratory Microbiologist (TC 21513) employed by the Department of Health and Mental Hygiene, who is assigned to perform EKGs, shall receive an assignment differential in the annual amount as listed below. Said assignment differential shall be paid only for those hours that the employee is assigned and performs EKGs.

Amount

\$1148

**Section 15. - Tuition Reimbursement**

Reimbursement for tuition shall be provided for satisfactory completion of courses or workshops approved by the head of the employing agency for courses or other job-related subjects in a sum not to exceed \$1204 per Employee per annum. Eligibility for such reimbursement shall not begin prior to the completion of at least one year of service.

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**Section 16. - Training Fund**

- i. Pursuant to the provisions of a separate agreement between the City and 1199 SEIU, a training fund contribution of \$9, 838 per annum shall continue to be made to the Local 1199 SEIU Training & Upgrading Fund for the purpose of providing opportunities for training and education for Covered employees.
- ii. Effective February 5, 2008, pursuant to the provisions of a separate agreement between the City and 1199 SEIU, a training fund contribution of \$12,500 per annum shall continue to be made to the 1199 SEIU Training & Upgrading Fund for the purpose of providing opportunities for training and education for Covered employees. A separate contribution of \$12,500 per annum shall be made on behalf of the employees formerly in the Hospital Technician bargaining unit.

**ARTICLE IV - WELFARE FUND**

**Section 1.**

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. Notwithstanding the provisions of Article XIII of the *1995-2001 Citywide Agreement*, or any successor thereof, the Employer shall contribute the pro-rata annual amount indicated below per full-time Employee for remittance to the Welfare Fund subject to a separate agreement between the Employer and the Union:

Annual Amount  
\$1,590

Article XIII, Sections 2 and 3a of the *1995-2001 Citywide Agreement* or its successor shall not be applicable to this agreement.

- c. For each part-time per annum, per diem, per session and seasonal employee who works on a regular basis at least one-half the regular hours of full-time employees in the same title and who is not otherwise eligible for a welfare fund contribution on his or her behalf, the contribution rate shall be increased in the same proportion as the contribution rates are increased for full-time employees pursuant to Section 1 b. above. subject to a separate agreement between the Employer and the Union.
- d. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the *1995-2001 Citywide Agreement* as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1(b) of the *Citywide Agreement* as amended or any successor(s) thereto, shall apply to employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement. In no case shall the single contribution provided in Article XIII, Section 1(b) of the *Citywide Agreement* as amended or any successor(s) thereto, exceed the total amount that the Union would have been entitled to

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receive if the separate contributions had continued.

## **Section 2.**

The Unions agree to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

## **Section 3.**

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

# **ARTICLE V - PRODUCTIVITY AND PERFORMANCE**

## **Introduction**

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

## **Section 1. - Performance Levels**

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.
- b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

## **Section 2. - Supervisory Responsibility**

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above,

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questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

- b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

### **Section 3. - Performance Compensation**

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1. - Definition:**

The term "*Grievance*" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Rules and Regulations of the New York City Personnel Director or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.

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- g. A claimed wrongful disciplinary action taken against a provisional employee who has served continuously for two years in the same or similar title or related occupational group in the same agency.
- h. A claimed wrongful disciplinary action taken against a non-competitive Employee as defined in Section 11 of this Article.

## Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d) 1(e), 1(g) and 1(h) of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at STEP I.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the STEP I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in STEP I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

**Step I -** The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

**NOTE:** The following **STEP I(a)** shall applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1a through 1c and 1f of this Article and shall be applied prior to **Step II** of this Section:

**STEP I(a)** - An appeal from an unsatisfactory determination at **Step I** shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) work days of the receipt of the **Step I** determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the employee and/or the Union for review of the grievance and shall issue a determination to the employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

**STEP II -** An appeal from an unsatisfactory determination at STEP I or STEP I(a), where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in STEP I. The appeal must be made within five (5) work days of the receipt of the STEP I or STEP I(a) determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

**STEP III -** An appeal from an unsatisfactory determination at STEP II shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the STEP II determination. The grievant or the Union should submit copies of the STEP I and STEP II grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from STEP II determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

**STEP IV -** An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the *Title 61 of the Rules of the City of New York*. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

### **Section 3.**

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee and the Union to submit the underlying dispute to an administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

### **Section 4.**

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- a. Any grievance under Section I relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

### **Section 5**

In any case involving a grievance under Section Ie of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

**STEP A -** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference. If the employee is satisfied with the determination in STEP A above, the employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

**STEP B(i) -** If the employee is not satisfied with the determination at STEP A above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As an alternative, the Union with the consent of the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and

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76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

**STEP B(ii) -** If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

**STEP C -** If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

**STEP D -** If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

#### Section 6.

In any case involving a grievance under Section 1g of this Article, the following procedure shall govern upon service of written charge of incompetence or misconduct:

**STEP A-** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

**STEP B(I)-** If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through STEP

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III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

**STEP B(ii)** An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination the agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

**STEP C** If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

**STEP D** If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

**Section 7.**

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at STEP III of the grievance procedure except that a grievance concerning employees of the Health and Hospitals Corporation may be filed directly at STEP II of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

**Section 8.**

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at STEP III

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of the Grievance Procedure; or if a satisfactory STEP III determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at STEP IV of the Grievance Procedure.

**Section 9.**

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under STEP IV.

**Section 10.**

The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

**Section 11.**

Grievances relating to a claimed wrongful disciplinary action taken against a non-competitive employee under Section 1 (h) of this Article shall be subject to and governed by the following special procedure:

The provisions contained in this section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem Employees.
- b. Temporary Employees.
- c. Probationary Employees.
- d. Trainees, provisionals.
- e. Non-competitive Employees with less than three (3) months service in the title.
- f. Competitive class Employees.
- g. Employees covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation
- h. Employees in the titles Associate Lab Microbiologist, Cytotechnologist, Junior Bacteriologist, Lab Microbiologist, Microbiologist, and Principal Microbiologist.

**Step I(n)** - Following the service of written charges upon an Employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

**Step II(n)** - If the Employee is dissatisfied with the decision in Step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

### Section 12.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

### Section 13.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

### Section 14.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

### Section 15. Expedited Arbitration Procedure.

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
  - i. **SELECTION AND SCHEDULING OF CASES:**
    - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.

- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

**ii. CONDUCT OF HEARINGS:**

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

**ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES**

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

**ARTICLE VIII - NO STRIKES**

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In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

## **ARTICLE IX - CITYWIDE ISSUES**

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement. Employees in Rule X titles shall receive the benefits of the *Citywide Agreement* unless otherwise specifically excluded herein.

## **ARTICLE X - UNION ACTIVITY**

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any other applicable Executive Order.

## **ARTICLE XI - LABOR-MANAGEMENT COMMITTEE**

### **Section 1.**

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty employees covered by this Agreement.

### **Section 2.**

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

### **Section 3.**

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairperson ship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

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**Section 4.**

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

**ARTICLE XII - FINANCIAL EMERGENCY ACT**

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

**ARTICLE XIII - APPENDICES**

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

**ARTICLE XIV - SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

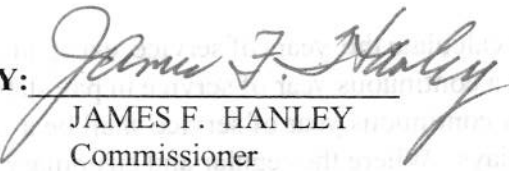
**ARTICLE XV - CONTRACTING-OUT CLAUSE**

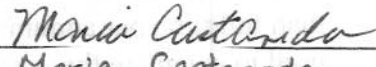
The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XI of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 10<sup>th</sup> day of Mar 2009.

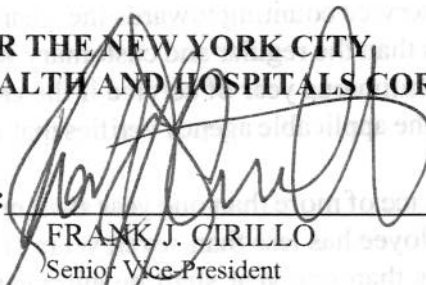
**FOR THE CITY OF NEW YORK  
AND RELATED PUBLIC EMPLOYERS  
RELATED HEREIN:**

**FOR 1199 SEIU UNITED HEALTHCARE  
WORKERS EAST:**

BY:   
JAMES F. HANLEY  
Commissioner

By:  2/4/09  
Maria Castaneda  
Secretary Treasurer

**FOR THE NEW YORK CITY  
HEALTH AND HOSPITALS CORPORATION**

BY:   
FRANK J. CIRILLO  
Senior Vice President

APPROVED AS TO FORM:

BY:   
PAUL T. REPHEN  
Acting Corporation Counsel

SUBMITTED TO THE FINANCIAL CONTROL BOARD:

DATE: \_\_\_\_\_

UNIT: MICROBIOLOGISTS  
TERM: July 5, 2007 to August 4, 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>09017</u>	DATE: <u>MAR 10 2009</u>

**Appendix A**  
**Longevity Increment Eligibility Rules**

The following rules shall govern the eligibility of employees for the longevity increment provided for in Article III Section 9 of the **2007-2009 Microbiologists Separate Unit Agreement**:

1. Only service in pay status shall be used to calculate the years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
  2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the years of service. No break used to disqualify service shall be used more than once.
  3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
    - a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City Personnel Director or the appropriate personnel authority of a covered organization.
    - b. Time prior to a reinstatement.
    - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
    - d. Time not in pay status of 31 days or less.
- Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the years of service.
4. Once an employee has completed the years of "City" service in pay status and is eligible to receive the longevity increment, the increment shall become part of the employee's base rate for all purposes except that the increment shall not become pensionable until 15 months after the Employee becomes eligible to receive such payment. However, the longevity increment shall not be increased pursuant to Article III, Section 3.

**Appendix B**  
**5, 8, 10, 15, 20, and 25 Year Longevity Increment Eligibility Rules**

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 10 and Section 13 of the 2007-2009 Microbiologists Separate Unit Agreement:

1. Only service in pay status shall be used calculate the required years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the required years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the required years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.
  2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the required years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the required years of service. No break used to disqualify service shall be used more than once.
  3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.
    - a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the Personnel Director or the appropriate personnel authority of a covered organization.
    - b. Time prior to a reinstatement.
    - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
    - d. Time not in pay status of 31 days or less.
- Notwithstanding the above, such time as specified in subsections (a), (b) and (c) above shall not be used to calculate the required years of service.
4. Once an Employee has completed the required years of "City" service in pay status and is eligible to receive the longevity increment, it shall go into the Employee's base rate for all purposes. The longevity increment shall not be increased pursuant to Article III, Section 3 unless specifically agreed to by the parties.

